

**SECOND INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION AND THE
WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

PREAMBLE

The Confederated Tribes of the Colville Reservation (hereinafter the Colville Tribes) and the Washington State Department of Social and Health Services, (hereinafter the Department) signed their first Intergovernmental Agreement for Temporary Assistance for Needy Families on October 3, 2001 to transfer State Maintenance of Effort funds and to work in partnership to coordinate state and tribal benefits and services. The Colville Tribes has approval from the United States Department of Health and Human Services (hereinafter DHHS) to continue administration of their Tribal Family Assistance Plan for an additional three years. The Colville Tribes and the Department have negotiated this Second Intergovernmental Agreement.

I. AUTHORITY

THIS AGREEMENT is entered into between the Confederated Tribes of the Colville Reservation (hereinafter the Colville Tribes) and the Washington State Department of Social and Health Services, (hereinafter the Department) pursuant to their respective governmental authorities. The Colville Business Council is authorized to enter into this Agreement under Article V., Section 1 of the Confederated Tribes of the Colville Reservation Constitution and Bylaws. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.080A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF program as provided for in P.L. 104-193 and to transfer a fair and equitable share of maintenance of effort funds to the eligible Indian tribe. The Colville Tribes and the Department desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

The Colville Tribes and the Department each have jurisdiction over domestic relations, including providing comprehensive welfare reform services and additional supportive services.

The Colville Tribes and the Department recognize that the Colville Tribes has a compelling interest as a sovereign in promoting and maintaining the governmental and cultural integrity of the Colville Tribes. The parties recognize their respective sovereignty and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Nations with approved TANF plans. The Colville Tribes will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population. The parties recognize that their ability to serve TANF families shall be enhanced with the establishment of a process and procedures for the transfer and exchange of services. Coordinating the transfer of identified cases from the Department to the Colville Tribes shall assist in ensuring that tribal families receive uninterrupted services.

II. PURPOSE

The Colville Tribes and the Department enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds to the Colville Tribes and to work in partnership to coordinate state and tribal benefits, information and services. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into time-limited assistance and work. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both the Colville Tribes and the Department. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedures for the transfer of identified cases to ensure a seamless exchange of services.

III. DEFINITIONS

The Colville Tribes and the Department agree for the purposes of this Agreement to the following definitions.

- 1. Retrocession: Means the process by which an Indian nation voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate previously awarded state and federal funds before that authority otherwise expires.*
- 2. State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon*

whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs.

3. *TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PL 104-103) and codified in title IV-A of the Social Security Act operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.*
4. *TFAP (TANF Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.*
5. *Tribal TANF Program: Means a TANF program developed by an eligible Indian nation, tribal organization, or consortium and approved by the Administration for Children and Families under Section 412 of the Social Security Act.*
6. *WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.*

IV. THE DEPARTMENT AND THE COLVILLE TRIBES AGREE TO THE FOLLOWING:

The Colville Tribes and the Department engaged in negotiations to 1) determine the data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine the Colville Tribes' federal TANF grant amount, and 2) the amount of State maintenance of effort funds and other monetary and non-monetary enhancement that would be provided by the Department to assist the Colville Tribes' TANF program.

The Colville Tribes currently have an approved TFAP, which is incorporated by reference. There have been no changes in the Tribe's service area and the scope of the TANF plan will not be substantially changed in its 2004-2007 Tribal Family Assistance Plan.

The effective date of its continuing TFAP is the first day of November 2004. Consistent with its federally approved TFAP, the Confederated Tribes of the Colville Reservation agree to serve all American Indian families in Douglas, Ferry, Okanogan, Chelan Counties and only Colville Tribal members in Grant, Lincoln and Stevens Counties. The Colville Tribes geographic area will include Douglas, Ferry, Okanogan, Lincoln, Chelan, Grant and Stevens Counties consistent with its federally approved TFAP.

The Department and the Colville Tribes determined that there were 810.2 tribal families receiving public assistance benefits in 1994, based on the Colville Tribes' identified service population as identified in their TFAP.

The Department agrees to transfer to the Colville Tribes in state funds, a total of \$2,279,988 each year for the next three years. The annual amounts will be paid in quarterly installments to the Colville Tribes, upon submission of a department voucher (A-19). Payments are to be made at the beginning of each calendar quarter, in accordance with the State MOE Payment Schedule, Exhibit A, attached and incorporated. The total federal and state financial commitment during each year of the Agreement is \$5,676,953. Included within the annual funding stated above, the Department agrees to pay to the Colville Tribes Funding Based Upon Unique Needs (formerly Enhanced Funding) of \$600,000 for each of the three years.

The Colville Tribes and the Department will negotiate a quarterly reconciliation process and methodology for eligible Tribal TANF families identified in the Colville Tribes' federally approved Tribal TANF Plan served by the Department during the agreement period. Any needed adjustments will be made to each quarterly payment.

The Colville Tribes and the Department will negotiate and establish criteria and outcomes for measurements of success and a mechanism that will enable the Department to know how the Colville Tribes has used the State's maintenance of effort funds and the number of eligible families served with the funds, as required by the November 27, 2000 TANF Policy Announcement (No. TANF-ACF-PA-00-4) issued by the U.S. Department of Health and Human Services, and incorporated by reference.

The parties commit to develop the process and procedures for reconciliation, measurements of success and a reporting mechanism for State MOE funds within six months of signing this Agreement.

Based on recent changes in policy, the Department and the Tribe agree to negotiate a data share agreement.

V. IMPLEMENTATION AGREEMENTS

The Colville Tribes and the Department agree to update their Operational Agreement describing the working relationship between the Department of Social & Health Services Region 1 and the Colville Tribes. This will include procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operational Agreement shall also include an Information and Data Sharing Protocol. The protocol shall include provisions identifying State and Tribal confidentiality protections and provisions to ensure

that a family receiving assistance under the Colville Tribes' plan may not receive assistance from other state or tribal TANF programs.

The Department, through the Division of Child Support has an existing child support enforcement agreement which provides for a mechanism for the Department to bring child support cases in to tribal court. The Colville Tribes is in the process of requesting start-up funds under 45 CFR Part 310 to develop their own tribal child support program..

VI. RESPONSIBILITIES OF THE COLVILLE TRIBES

The Colville Tribes shall provide TANF services as described in its federally approved TANF Plan. The Colville Tribes shall comply with all applicable federal regulations governing the use of federal and state funds as they pertain to tribal governments.

Consistent with its federally approved TFAP, the Colville Tribes shall make the final determination of tribal membership of families applying for Tribal TANF services. The Colville Tribes shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

The Colville Tribes shall provide the Department with a list and description of the current eligibility for Tribal TANF services. If and when changes or revisions of such eligibility occur, the Colville Tribes shall promptly inform the Department of these changes or revisions.

If the Colville Tribes request an amendment to its TFAP which would have a significant financial impact on the Department, the Colville Tribes shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and the Colville Tribes shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before the Colville Tribes implements the amendment. The Colville Tribes agrees to give the Department notice when such amendments are approved.

If the Colville Tribes choose to terminate or retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of termination or retrocession date shall be returned to the Department within 45 days of the termination or retrocession date.

VII. RESPONSIBILITIES OF THE DEPARTMENT

The Department shall provide the Colville Tribes' TANF recipients with equitable access to Medical Assistance and Food Stamps program eligibility determination and distribution services. The Department shall also provide equitable access to the benefits of the Department's Child Care program including program eligibility and payment for childcare providers based on state law.

The Department shall provide the Colville Tribes with a list and description of the current eligibility for State funded TANF services. If and when changes or revisions of such eligibility occur, the Department shall promptly inform the Colville Tribes of these changes or revisions.

The Department shall continue to transfer child support payments paid on behalf of Colville Tribal TANF recipients electronically to the Colville Tribes upon receipt of an Assignment of Rights form signed by the Tribal TANF recipient.

VIII. CONFLICT RESOLUTION

The Colville Tribes and the Department understand that there may be times when a question is raised by either party regarding the appropriateness of a referral, either from the Department to the Colville Tribes or from the Colville Tribes to the Department. The Colville Tribes and the Department acknowledge that there may be instances in which either the Colville Tribes or the Department has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such instance, the Colville Tribes and the Department shall attempt to resolve the matter through discussions. If unsuccessful, the Colville Tribes and the Department agree to refer the matter to non-binding mediation.

Either party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the Colville Tribes and the Department. The cost of a mediator shall be born equally by the Colville Tribes and the Department.

If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals, one (1) selected by the Colville Tribes, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

This Agreement shall be reviewed annually, and shall be reviewed at the request of either the Colville Tribes or the Department. This Agreement may be altered, amended, or waived only by a written agreement signed by both parties.

IX. EXECUTION, AMENDMENT, WAIVER AND TERMINATION

This Agreement may be reviewed annually at the request of either the Colville Tribes or the Department. This Agreement may be altered, amended or any provision may be waived by written agreement signed by both parties.


This Agreement is for three years. During this time, TANF is expected to be reauthorized at the federal and state level. If there are changes to the funding structure under federal or state TANF legislation that significantly impacts either party, each reserves the right to renegotiate this Agreement. Payments are subject to the availability of adequate federal and state funds. DSHS may renegotiate this Agreement subject to the new funding limitations and conditions by providing forty-five (45) calendar days' written notice.

This Agreement incorporates the Indian Nation and DSHS Agreement Confederated Tribes of the Colville Reservation #0082-44126 - Tribe Regarding General Terms and Conditions by reference, including but is not limited to, the provisions for Termination Due to Change in Funding, and Termination for Convenience. For this Agreement, either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

X. TERM

*The period of performance for **THIS AGREEMENT** is from November 1, 2004 to September 30, 2007, unless extended, or terminated prior to that date, as provided herein.*

The following representatives by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.


JOSEPH A. PAKOOTAS
CHAIR
Confederated Tribes of the Colville Reservation

Date 12-20-04



DENNIS BRADDOCK
SECRETARY

Department of Social & Health Services

Date 1/17/05



DEB BINGAMAN
ASSISTANT SECRETARY
Economic Services Administrator

Date 1/7/05


RESOLUTION

WHEREAS, it is the recommendation of the Education & Employment Committee to authorize the Intergovernmental agreement between CCT (TANF) and the Washington State Department of Social and Health Services. To transfer a fair and equitable amount of state maintenance of effort to fund the Colville Tribes and to work in partnership to coordinate state and tribal benefits and services. This agreement is consistent with, and is intended to further, the declared national policy of moving recipients into work and time limited assistance. At same time, this agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained form the resources available to both the Colville Tribes and the Department. The Chairperson or designee has authority to sign related documents required.

THEREFORE, BE IT RESOLVED, that we, the Colville Business Council, meeting in **SPECIAL SESSION** this 16th day of December, 2004 acting for and in behalf of the Colville Confederated Tribes, Nespelem Washington, do hereby approve the above recommendation of the Education & Employment Committee.

The foregoing was duly enacted by the Colville Business Council by a vote of **8 FOR 0 AGAINST 0 ABSTAINED**, under authority contained in Article V, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, ratified by the Colville Indians February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938.

ATTEST:



Joseph A. Pakootas, Chairperson
Colville Business Council

cc: Education & Employment Committee Chair
CBC Recording Secretary
BIA Superintendent
Dept. or Program: Ricard Tupling, TANF Manager

Contract Proposal Signature Sheet

Today's Date: 11/22/04

Date Due: ASAP

Allocated by what Funding Source: Federal XX

Tribal

State XX

Served under what CBC Committee: Education & Employment Division

What Fund Number (include Contract/Grant):

FY: 2004-2007

Company/Vendor Name: Department of Social & Health Services

Dollar Amount: \$6,839,964.00

Administering Program: TANF

Requires Additional Dollars: ☐ Yes ☒ No

Matching Dollars: N/A

Indirect Dollars Identified:

Summary of Contract content: To authorize the Intergovernmental agreement between CCT (TANF) and the Washington State Department of Social and Health Services. To transfer a fair and equitable amount of state maintenance of effort funds to the Colville Tribes and to work in partnership to coordinate state and tribal benefits and services. The agreement is consistent with and is intended to further, the declared national policy of moving recipients into work and time limited assistance. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both the Colville Tribes and the Department. The Chairperson or designee has authority to sign such related documents as required.

REVIEW and APPROVAL

____ New Contract/Grant/Subcontract/Consulting:

____ Contract Renewal: X No cost operating agreement

____ Modification to Scope of Work:

____ Addendum to Contract/Subcontract

Ricard Tynling 11/23/04
Program Manager and Date Required

Charlannex Guid 11/23/04
Department Administrator and Approval Date Required

1) Dott Zuhale 11/30/04
Contracting Officer and Approval Date

2) Theresa Lock 11/30/04
Reservation Attorney and Approval Date

3) N/A
TERO Representative and Approval Date

4) [Signature] 11/30/04
Executive Director or Designee and Approval Date

Indian Preference: ☐ Yes ☐ No C & U Plan: ☐ Yes ☐ No Assessment Fee: _____

COMMENTS OR CONCERNS TO BE CLARIFIED PRIOR TO FURTHER PROCESSING

Process a requisition for the full contract amount to commit the dollars. For payment you draw down on the same PO# for better tracking.

- Do not submit proposal for the Administrative Signature Review or Council Approval unless this form is completed.
- Required changes must be done prior to final signature submission.
- Sole Source Contract s requires detailed justification to be attached by program manager.
- Executive Director signing authority for routine contracts and litigation modifications \$30,000 (Res# 1998-863).
- Council Committee approval requires types recommendation sheet to be attached to original paperwork.
- Distribution: Original: Contract Officer Copy: Accounts Payable, Program and Contractor
- It is the responsibility of the submitting program to process the signature sheet for completion.

Council Committee: _____
Original: Contracting Officer

Action: _____